

RESOLUTION NO. 81-43

RESOLUTION APPROVING NCPA SERVICE SCHEDULE,
PG&E - NCPA INTERRUPTIBLE TRANSMISSION
SERVICE CONTRACT

RESOLVED, that the City Council of the City of Lodi does hereby approve "NCPA Service Schedule, PG&E - NCPA Interruptible Transmission Service Contract", a copy of which is attached hereto identified as Exhibit "A" and thereby made a part hereof.

Dated: April 15, 1981

I hereby certify that Resolution No. 81-43 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 15, 1981 by the following vote:

Ayes: Councilmen - Murphy, Hughes, Pinkerton, Katnich
and McCarty

Noes: Councilmen - None

Absent: Councilmen - None



ALICE M. REIMCHE
City Clerk

EXHIBIT "A"

NCPA SERVICE SCHEDULE,
PG&E - NCPA INTERRUPTIBLE TRANSMISSION
SERVICE CONTRACT

This Agreement, herein "Service Schedule", by and between NORTHERN CALIFORNIA POWER AGENCY, a joint powers agency of the State of California created and functioning under Government Code section 6500, herein "NCPA" and its undersigned member or members, hereinafter referred to individually as the "Participating Member", witnesseth:

WHEREAS, NCPA has entered into an "Interruptible Transmission Service Contract", herein "Transmission Contract" with Pacific Gas and Electric Company, hereinafter PG&E, under date of _____, 1981, wherein PG&E will provide transmission service under certain conditions for interruptible energy purchased by NCPA and its members from a utility or public agency in the Pacific Northwest, herein "Interruptible Supplier"; and

WHEREAS, the Participating Member desires NCPA to request PG&E to transmit such interruptible energy which such member, or NCPA for such member's account, has arranged to purchase, herein called "Northwest Energy", a copy of which purchase arrangement is attached hereto as Exhibit "A"; now therefore the parties hereto agree as follows:

Section 1. The Participating Member may from time to time request NCPA or its agent by telephone or otherwise to obtain transmission service for its Northwest Energy pursuant to the Transmission Contract, and NCPA or its agent will give notice thereof to PG&E. Any such request shall be in such detail as NCPA or its agent may reasonably require, and shall be confirmed in writing to NCPA or its agent at the earliest practicable date, but no failure to confirm shall affect the rights of NCPA or its agent under this Service Schedule.

Section 2. All such requests shall be subject to all provisions of the Transmission Contract. NCPA and its agent shall not be liable for any failure of PG&E to transmit the Northwest Energy as requested, or at all. By making a request pursuant to this agreement the Participating Member warrants that it has entered into its own

arrangements with its regular power supplier to receive credit for the Northwest Energy obtained by it.

Section 3. The Participating Member shall pay to NCPA or its agent within 10 days after billing therefor all sums which NCPA has incurred a liability to pay, or has paid to its agent, PG&E and/or the Interruptible Supplier on account of any request made by the Participating Member to NCPA under this Service Schedule. The Participating Member shall also pay to NCPA under its proportionate share of all costs incurred by NCPA in carrying out its duties under the Transmission Contract, upon billing therefor.

Section 4. This Service Schedule may be terminated by either NCPA or the Participating Member at any time, but such termination shall not affect the liability of the Participating Member for moneys due for services requested by it prior to termination.

Dated: _____

NORTHERN CALIFORNIA POWER AGENCY

Participating Member

By _____
General Manager

By _____